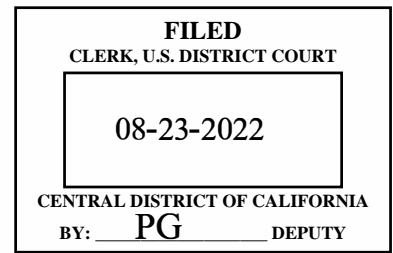


MICHAEL R. SHAPIRO, ESQ. (CSBN 37011)  
LAW OFFICES OF MICHAEL R. SHAPIRO  
11500 West Olympic Blvd. Suite 400  
Los Angeles, CA 90064  
Tel.: (310) 472-8900  
Email: mickeyimc@aol.com

Attorney for Plaintiff,  
THE MUSIC FORCE, LLC.



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

THE MUSIC FORCE, LLC

Plaintiff,

v.

EMI CONSORTIUM SONGS, INC.  
D/B/A EMI LONGITUDE MUSIC,

Defendants.

Case No.: 2:22-cv-02708-SGP-JCx

**FIRST AMENDED COMPLAINT  
FOR DECLARATORY RELIEF**

Plaintiff, THE MUSIC FORCE (“TMF”) upon information and belief alleges  
the following:

**JURISDICTION AND VENUE**

1. This court has subject matter jurisdiction over this action because it  
arises under the laws of the United States, 28 U.S.C. § 1331, and more particularly,  
because it arises under an Act of Congress relating to copyrights, 28 U.S.C. § 1338,  
namely, the Copyright Act of 1976, as amended, 17 U.S.C. § 101 et seq.

2. Venue is proper in this Court under 28 U.S.C. § 1400 in that Defendant  
has established and regular places of business in Los Angeles County, California.

ALPERT LAW GROUP, APC  
16133 Ventura Boulevard, Suite 1180  
Encino, California 91436

ALPERT LAW GROUP, APC  
16133 Ventura Boulevard, Suite 1180  
Encino, California 91436

**PARTIES**

3. Plaintiff TMF is and for all times relevant herein, a California Limited Liability Company doing business in Los Angeles County, State of California.

4. Defendant EMI CONSORTIUM SONGS, INC. D/B/A EMI LONGITUDE MUSIC (“EMI Longitude”) at all times relevant to this dispute is and was a New York Corporation with its principal place of business at 25 Madison Avenue, 25<sup>th</sup> Floor, New York, NY 10010 and the Court has personal jurisdiction over EMI Longitude because it has sufficient contacts with California and has purposefully conducted business activities within California in a continuous and systemic way such that it should reasonably anticipate being sued in California.

5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as DOES 1 through 50 inclusive, and therefore sues these Defendants by their fictitious names. Plaintiff will seek leave to amend the Complaint to reflect the true names and capacities of the DOE Defendants when these have been ascertained. Plaintiff is informed and believes, and based thereon alleges, that the fictitiously named Defendants, and each of them, were responsible for the controversy in some manner for this controversy requiring a judicial declaration of Plaintiff.

6. To the extent the conduct below was perpetrated by certain Defendants, the named Defendant or Defendants confirmed and ratified the same.

7. Plaintiff is informed and believes, and on that basis alleges, that at all times herein mentioned, each Defendant was the agent, principal and/or employee of each other Defendant in the acts and conduct alleged herein and therefore incurred liability to Plaintiff for the acts alleged below. Plaintiff is further informed and believes, and on that basis alleges, that at all times herein mentioned, all the Defendants were acting within the course and scope of their employment and/or said agency.

///

///

**BACKGROUND FACTS**

8. Over many years TMF and EMI Longitude have been involved in very heated discussion concerning the songwriter and publishing rights of Bobby Caldwell. The most significant value to these rights is to a song co-written by BOBBY CALDWELL and ALPHONS KETTNER, deceased, entitled “WHAT YOU WON’T DO FOR LOVE”, “SONG”.

9. With regard to the ownership of TMF’s rights to KETTNER’s share of the SONG, that issue was litigated to a ruling dated November 26, 2016, IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, Case number PRC-13-00003154. (SEE EXHIBIT “1” ATTACHED.)

10. More specifically, that court approved a settlement agreement that was an exhibit A to the Courts order approving that settlement agreement and with particular reference to paragraph 2 of page 2 of said settlement agreement that clearly states and confirms TMF’s rights to the song consistent with the Grant thereof.

**FIRST CAUSE OF ACTION****DECLARATORY RELIEF**

[Against All Defendants and DOES 1-50, Inclusive]

11. Plaintiff repeats and re-alleges paragraphs 1 through 10 above and incorporates them herein by reference as though set forth in full.

12. An actual controversy has arisen and now exists between Plaintiff and Defendants concerning their respective rights and duties. Plaintiff therefore seeks a judicial determination of its rights and responsibilities.

13. Plaintiff seeks an order confirming that TMF rights to the Alfons Kettner portion of the SONG that have already been determined and that EMI Longitude and all other Defendants are barred from contesting the GRANT of Rights

1 by the doctrine of collateral estoppel on this issue precluding EMI Longitude and all  
2 other Defendants from contesting TMF's rights in the SONG by virtue of the Grant.

3 14. A judicial determination is necessary and appropriate at this time to  
4 establish that EMI Longitude and all other Defendants are barred from contesting the  
5 validity of TMF's right acquired by the GRANT.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment against Defendant EMI  
8 Longitude and all Defendants as follows:

9 1. A judicial declaration that TMF's right to the Alphons Kettner Portion  
10 of the SONG has been confirmed and cannot now be contested again by EMI  
11 Longitude.

12 2. For such other and further relief as this court deems proper.  
13  
14

15 DATED: August 19, 2022

**LAW OFFICES OF  
MICHAEL R. SHAPIRO**

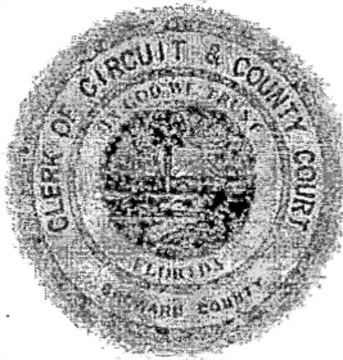
18 BY: /s/ Michael R. Shapiro

19 MICHAEL R. SHAPIRO, ESQ.  
20 Attorney for Plaintiff  
21 THE MUSIC FORCE, LLC.  
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ALPERT LAW GROUP, APC  
16133 Ventura Boulevard, Suite 1180  
Encino, California 91436



# EXHIBIT 1



## Electronically Certified Court Record

### (Cover Page)

This cover page is for informational purposes only and is not a requirement when presenting the **Electronic Certified Document**. Directly below the cover page, at the bottom of page 1, you will find the digital signature bearing the identity and authority of the Clerk. On the left side of each page is a unique code identifying the electronic certification for this document.

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<b>Agency Name:</b>	Broward County Clerk of Courts
<b>Clerk of the Circuit Court:</b>	Honorable Brenda D. Forman
<b>Date Issued:</b>	6/4/2020 1:47:21 PM
<b>Unique Reference Number:</b>	CAA-CABIABBBBHDHEE-BCABB-CDAHICBG-GHDCB-G
<b>Case Docket:</b>	Notice of Hearing
<b>Requesting Party Code:</b>	20180111173744
<b>Requesting Party Reference:</b>	bmurphy@browardclerk.org

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#### HOW TO VERIFY THIS DOCUMENT:

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IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY

IN RE: ESTATE OF ALFONS Case No. PRC-13-00003154  
KETTNER a/k/a ALFONSO  
KETTNER Division: (61J)

Deceased.

**NOTICE OF HEARING**  
(Special Set: One (1) Hour)

PLEASE TAKE NOTICE that the undersigned counsel for the Personal Representative and Interested Person of the Estate of Alfons Kettner, **KARIN KETTNER D'ANGELO**, will call up for hearing before the Honorable Mark A. Speiser, in Chambers 801B, at the Broward County Main Courthouse, 201 S.E. 6th Street, Ft. Lauderdale, FL 33301, on Tuesday, November 29, 2016 at 2:15 p.m.:

**Motion for Court Approval of Settlement Agreement**

**NOTE:**

In accordance with the Americans With Disabilities Act of 1990, persons who are disabled and need a special accommodation to participate in this proceeding because of that disability, should contact this court division at (954) 831-7721 (Voice), (800) 955-8771 (TDD), no later than five business days prior to the proceeding.

\*\*\*FILED: BROWARD COUNTY, FL HOWARD FORMAN, CLERK 11/29/2016 9:03:13 AM\*\*\*

I HEREBY ATTEST THAT THIS CERTIFIED DOCUMENT IS  
A TRUE AND CORRECT COPY AS SAME APPEARS ON RECORD  
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VERIFY AT: [HTTPS://WWW.BROWARDCLERK.ORG/ECERTIFY](https://www.browardclerk.org/ecertify)



Digitally signed by The Honorable Brenda D. Forman  
Date: 2020.08.04 13:47:22 -04:00  
Reason: Electronic Certified Copy  
Location: 201 S.E. 6th Street, Fort Lauderdale, FL  
33301

In re: Estate of Alfons Kettner  
Case No. PRC-13-00003154  
Notice of Hearing

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by Electronic Mail this 29 day of November, 2016 to: Richard Wolfe, Esq. ([rwolfe@wolfeandwami.com](mailto:rwolfe@wolfeandwami.com); [rmee@wolfeandwami.com](mailto:rmee@wolfeandwami.com)), 175 SW 7<sup>th</sup> Street, Latitude One Offices, Suite 2410, Miami, FL 33130; and Brandon D. Bellev, Esq. and Zachary D. Messa, Esq., Johnson, Pope, Bokor, Ruppel & Burns, LLP ([brandonb@jpburn.com](mailto:brandonb@jpburn.com); [karenl@jpburn.com](mailto:karenl@jpburn.com); [zacharym@jpburn.com](mailto:zacharym@jpburn.com); [janeb@jpburn.com](mailto:janeb@jpburn.com)), 911 Chestnut Street, Clearwater, Florida 33756.

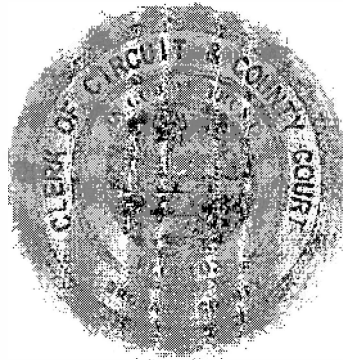
Respectfully submitted,

LAW OFFICES OF DANIEL A. SEIGEL, P.A.  
*Attorney for Karin D'Angeli, Individually and as Personal Representative of the Estate of Alfons Kettner*  
1800 N. Military Trail, Suite 470  
Boca Raton, FL 33431  
Telephone: (561) 393-6005  
Facsimile: (561) 431-6489

By:

  
Daniel A. Seigel, Esquire  
Florida Bar No. 0867861  
E-Mail: [dseigel@seigel-law.com](mailto:dseigel@seigel-law.com)





## Electronically Certified Court Record

(Cover Page)

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<b>Agency Name:</b>	Broward County Clerk of Courts
<b>Clerk of the Circuit Court:</b>	Honorable Brenda D. Forman
<b>Date Issued:</b>	6/4/2020 1:47:28 PM
<b>Unique Reference Number:</b>	CAA-CABIABBBBHDHEE-BCABB-CDBAECAG-GHDGC-A
<b>Case Docket:</b>	Motion
<b>Requesting Party Code:</b>	20180111173744
<b>Requesting Party Reference:</b>	bmurphy@browardclerk.org

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Filing # 49377614 E-Filed 11/29/2016 12:30:54 PM

IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY

IN RE: ESTATE OF ALFONS KETTNER Case No. PRC-13-00003154  
a/k/a ALFONSO KETTNER,  
KETTNER, Division: (62J)

Deceased.

**CORRECTED MOTION FOR COURT APPROVAL OF SETTLEMENT AGREEMENT**  
(Only adding executed signature page of Henry Marx)

COMES NOW, KARIN D'ANGELI, individually and as Personal Representative of the Estate of Alfonso Kettner, and HENRY MARX, THE MUSIC FORCE, LLC, a foreign limited liability company, and as successor in interest of T&T MUSIC, LLC (collectively referenced as the "Parties"), by and through their undersigned counsel, file this Motion for Court Approval of Settlement Agreement, and in support thereof state as follows:

1. The Parties have entered into a settlement agreement (the "Settlement Agreement") in the instant proceeding. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit "A".
2. The Parties request that the Court approve the terms of the Settlement Agreement.
3. The Parties request that the Court retain jurisdiction to enforce the terms of the Settlement Agreement.
4. The Parties agree to bear their own fees and costs.

\*\*\*FILED BROWARD COUNTY, FL HOWARD FORMAN, CLERK 11/29/2016 12:30:33 PM\*\*\*

I HEREBY ATTEST THAT THIS CERTIFIED DOCUMENT IS  
A TRUE AND CORRECT COPY AS SAME APPEARS ON RECORD  
WITH BROWARD COUNTY CLERK OF COURTS.  
VERIFY AT: [HTTPS://WWW.BROWARDCLERK.ORG/ECERTIFY](https://www.browardclerk.org/ecertify)



Digitally signed by The Honorable Brenda D. Forman  
Date: 2020.06.04 13:47:28 -04:00  
Reason: Electronic Certified Copy  
Location: 201 S.E. 6th Street, Fort Lauderdale, FL  
33301



In re: Estate of Alfons Kettner  
Case No. PRC-13-00003154 (61J)  
Corrected Motion for Court Approval of Settlement Agreement

WHEREFORE, the parties respectfully request that this Court approve the Settlement Agreement (attached to this Motion as Exhibit "A") and order that all parties are to be bound by the terms and conditions contained therein.

Dated: November 21, 2016

Respectfully submitted,

LAW OFFICES OF DANIEL A. SEIGEL, P.A.  
*Attorney for Karin D'Angeli, Individually and as Personal Representative of the Estate of Alfons Kettner*  
1800 N. Military Trail, Suite 470  
Boca Raton, FL 33431  
Telephone: (561) 393-6005  
Facsimile: (561) 431-6489

By: 

Daniel A. Seigel, Esquire  
Florida Bar No. 0867861  
E-Mail: [dseigel@seigel-law.com](mailto:dseigel@seigel-law.com)

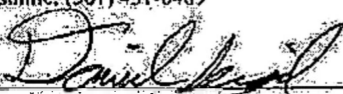
In re: Estate of Alfons Kettner  
Case No. PRC-13-00003154 (61J)  
Corrected Motion for Court Approval of Settlement Agreement

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by Electronic Mail this 29 day of November, 2016 to: Richard Wolfe, Esq. ([rwolfe@wolfeclawmiami.com](mailto:rwolfe@wolfeclawmiami.com); [amcc@wolfeclawmiami.com](mailto:amcc@wolfeclawmiami.com)), 175 SW 7<sup>th</sup> Street, Latitude One Offices, Suite 2410, Miami, FL 33130; and Brandon D. Bellew, Esq. and Zachary D. Messa, Esq., Johnson, Pope, Bokor, Ruppel & Burns, LLP ([brandonb@jprlm.com](mailto:brandonb@jprlm.com); [karenl@jprlm.com](mailto:karenl@jprlm.com); [zacharym@jprlm.com](mailto:zacharym@jprlm.com); [janech@jprlm.com](mailto:janech@jprlm.com)), 911 Chestnut Street, Clearwater, Florida 33756.

Respectfully submitted,

LAW OFFICES OF DANIEL A. SIGEL, P.A.  
*Attorney for Karin D'Angeli, Individually and as Personal Representative of the Estate of Alfons Kettner*  
1800 N. Military Trail, Suite 470  
Boca Raton, FL 33431  
Telephone: (561) 393-6005  
Facsimile: (561) 431-6489

By:   
Daniel A. Sigel, Esquire  
Florida Bar No. 0867861  
E-Mail: [d.sigel@sigel-law.com](mailto:d.sigel@sigel-law.com)



IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY

IN RE: ESTATE OF ALFONS KETNER Case No. PRC-13-00003154  
KETNER a/k/a ALFONSO  
KETNER, Division: (61J)

Deceased.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement"), is made and entered into this day of November, 2016, by and between KARIN D'ANGELI, individually and as Personal Representative of the Estate Of Alfonso Ketner, and HENRY MARX, THE MUSIC FORCE, LLC, a foreign limited liability company, and as the successor in interest of T&T MUSIC, LLC (collectively referenced as the "Parties").

RECITALS

WHEREAS, on June 28, 2013, Alfons Ketner a/k/a Alfonso Ketner (the "Decedent"), passed away in Broward County, Florida;

WHEREAS, on July 23, 2013, the Estate of Alfonso Ketner (the "Estate"), Case No. PRC-00003154 (61J), in the Circuit Court in and for Broward County, Florida (the "Probate Court") was opened, pursuant to the Court's issuance of Letters of Administration;

WHEREAS, on March 4, 2014, HENRY MARX, THE MUSIC FORCE, LLC, a foreign limited liability company, and as the successor in interest of T&T MUSIC, LLC (collectively the "MUSIC FORCE PARTIES") filed an amended creditor's claim (the "Amended Claim") in the Estate;

WHEREAS, on October 22, 2014, KARIN D'ANGELI, as Personal Representative of the Estate (the "Personal Representative"), filed her Objection to the Amended Claim in the Probate Court;

WHEREAS, on or about July 22, 2016, the MUSIC FORCE PARTIES filed a Complaint against the Personal Representative (and also named Karin D'Angeli in her individual capacity) in U.S. District Court, Southern District of Florida (Case No. 1:16-cv-23179-XXX), hereinafter the "Federal Court Litigation";

WHEREAS, subject to the terms of this Agreement, the Parties have agreed to resolve all matters in dispute between them relating to the Estate, Federal Court Litigation, and all other matters;



In Re: Estate of Alfons Kettner  
Case No. PRC-13-00003154  
Settlement Agreement  
Page 2

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties agree to be legally bound by the following terms and conditions, which constitute full settlement of the Action:

1. **Restated.** The Parties acknowledge that all of the "Recital" clauses in the preceding paragraphs are incorporated as material parts of this Agreement.

2. **2010 Grant of Rights.** The 2010 grant of rights (the "2010 Grant"), from the Decedent to Music Force, LLC is hereby ratified. As such, Music Force, LLC shall receive the rights to the Decedent's "domestic publisher share," i.e., 50% of the Decedent's gross domestic income derived from exploitation of the musical composition entitled "What You Won't Do for Love" and the Decedent's copyright ownership interest in the Composition.

3. **Songwriters' Share.** The Estate shall retain the rights to the Decedent's "songwriter's share," i.e., 50% of the Decedent's gross income derived from exploitation of the Composition, as well as all songwriter income from all other musical compositions that the Decedent authored or co-authored (the "Other Kettner Compositions"). Together the Composition and the Other Kettner Compositions are collectively referred to as the "Kettner Compositions." This Agreement does not effect any publishing rights in the Other Kettner Compositions.

The Decedent's songwriter's share for all exploitation of the Composition and the Other Kettner Compositions shall be paid over and accounted to the Estate and/or the Estate beneficiaries directly by EMI and BMI (who shall be responsible for collecting and accounting for these monies). The MUSIC FORCE PARTIES agree that EMI shall act as administrator of the Composition with respect to the Decedent's interests therein and shall be responsible for collecting, accounting and paying all songwriter royalties directly to the Kettner beneficiaries. However, in the event that MUSIC FORCE PARTIES receives any of the Decedent's songwriter royalties arising out of exploitation of any of the Kettner Compositions, The MUSIC FORCE PARTIES shall pay over such royalties to EMI for the account of the Kettner beneficiaries. The MUSIC FORCE PARTIES agree to cooperate with EMI and BMI as to any requirements EMI and BMI shall have for documenting the aforementioned administration rights and administering the rights in the Composition.

4. **Payment to the Music Force, LLC.** The Estate will direct the first \$25,500 of future proceeds from exploitation of the Kettner Compositions and received from EMI/BMI or the NY escrow account to be paid to The Music Force, LLC (the "\$25,500 Initial proceeds"). The \$25,500 Initial proceeds will be paid directly by EMI and BMI to The Music Force, LLC and EMI and BMI will provide notification to the Estate (via e-mail to [rdanagall@comcast.net](mailto:rdanagall@comcast.net) and [dsteinell@steingut-law.com](mailto:dsteinell@steingut-law.com)) within three (3) business days of each payment received by The Music Force, LLC and will provide notification to the Estate and EMI/BMI when The Music Force, LLC receives payments totaling \$25,500. The Estate is not responsible for any fee Attorney Wolfe may charge for performing



In Re: Estate of Alfons Kettner  
 Case No. PRC-13-00003154  
 Settlement Agreement  
 Page 3

these responsibilities or any failure of MUSIC FORCE PARTIES to receive the \$25,500 initial proceeds. Both the MUSIC FORCE PARTIES and the Estate shall receive accountings from EMI and BMI until the \$25,500 initial proceeds have been received by The Music Force, LLC. After the \$25,500 initial proceeds have been received by The Music Force, LLC, only the Estate beneficiaries shall receive monies and accountings from EMI and BMI with respect to songwriter's share of income derived from the Kettner Compositions.

5. Escrowed Monies Owed to Estate. The MUSIC FORCE PARTIES and the Estate shall cooperate with each other and make all reasonable efforts toward ensuring that EMI pays the \$5,834, which is owed to the Estate as a result of the Mitsubishi commercial (the "Mitsubishi Proceeds") to the Estate (c/o The Music Force, LLC), including by consenting to an order directing EMI and any other third party to make said payment. EMI's payment of the Mitsubishi Proceeds shall be applied toward fulfillment of the payment of the \$25,500 initial proceeds to the Music Force, LLC. However, should payment of the \$25,500 initial proceeds to Music Force, LLC have already been fulfilled, the Mitsubishi Proceeds shall be paid directly to the Estate c/o Attorney Daniel A. Seigel (the Estate's attorney).

6. Federal Court Litigation. Within two (2) business days of the Probate Court's approval of this Agreement, the MUSIC FORCE PARTIES shall file a notice of voluntary dismissal with prejudice in the Federal Court Litigation, and will file a separate notice of voluntary dismissal of its claims in the Estate. As such, the MUSIC FORCE PARTIES shall disclaim any interest in and no longer be an interested party in the Estate, except as to the approval and enforcement of this Agreement.

7. Withdrawal of Claims. The Personal Representative will withdraw (with prejudice) all pending fee claims against the MUSIC FORCE PARTIES.

8. Attorney's Fees and Costs. The parties shall bear their own respective fees and costs.

9. Probate Court Approval. This Agreement is subject to the probate court's approval. The Parties will seek to obtain the Probate Court's approval at the scheduled hearing on Tuesday, November 29, 2016 at 2:15 p.m. The MUSIC FORCE PARTIES shall not oppose Jennifer Walker's Petition to Determine Reasonable Amount of Fees (which was previously set to be adjudicated at this time).

10. Retain Jurisdiction. The Probate Court shall retain jurisdiction to enforce this Agreement.

11. EMI and BMI to be provided Notice. EMI and BMI shall obtain a copy of this Agreement for their records relating to the Kettner Compositions.

In Re: Estate of Alfons Kettner  
Case No. PRC-13-00003154  
Settlement Agreement  
Page 4

**12. Mutual Releases.** In consideration of the terms and conditions of this Agreement, the Parties hereby agree to release, remise, acquit, satisfy, and forever discharge each other, together with their heirs, assigns, agents, officers, servants, employees, directors, subsidiaries, trustees, representatives, and all attorneys, from all actions, liabilities, cause and causes of action, suits, debts, dues, sums of money, bills specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims, and demands whatsoever, in law or equity, which the Parties, ever had, now has, or may in the future have, or which any child, personal representative, successor, heir or assign of the Parties, hereafter can, shall or may have, against each other, together with their heirs, agents, officers, servants, employees, directors, assigns, subsidiaries, trustees and representatives, and attorneys, from any claim from the beginning of the world to today for all matters arising out of any rights, interests, dealings or transactions between the Parties, including, but not limited to, all claims that were raised or could have been raised in the Estate and/or Federal Court Litigation.

**12. Binding Nature of Agreement.** This Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, assigns and successors and shall inure to the benefit of each party and their respective heirs, administrators, representatives, executors, successors, and assigns.

**13. Governing Law and Jurisdiction.** This Agreement shall be deemed to be made and entered into in the State of Florida, and shall, in all respects be interpreted, enforced and governed under the laws of Florida. The Parties agree that any litigation brought to enforce this Agreement shall proceed in the Circuit Court in and for Broward County, Florida (Probate Division).

**14. Interpretation.** This Agreement has been negotiated by and between the Parties and shall not be construed against either party as the "drafter" of the Agreement.

**15. Modification of Agreement.** This Agreement may not be amended, revoked, changed, or modified in any manner, except upon a written agreement executed by all Parties. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the party against whom such waiver is charged.

**16. Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter hereof. The Parties each acknowledge that they have (a) had the opportunity to seek the advice of independent counsel, including independent tax counsel, regarding the consequences of this Agreement; and (b) received no representations from the other party or its counsel regarding the consequences of this Agreement. This Agreement may be modified or amended only by a written instrument executed by all Parties.



In Re: Estate of Alfons Kettner  
Case No. PRC-13-00003154  
Settlement Agreement  
Page 5

**17. Headings.** The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretative of the contents of such provision.


**18. Enforcement.** In any proceeding to enforce or concerning this Agreement, in addition to any relief that the prevailing party may be entitled to, the prevailing party shall be entitled to recover their attorney's fees and costs incurred at the trial and appellate levels, including but not limited to, any attorney's fees and costs incurred in litigating the entitlement to an amount of such attorney's fees and costs.

**19. Signing of Agreement.** The undersigned agree that they have read this Agreement (consisting of seven (7) pages including signature blocks excluding attachments) prior to signing, and expressly acknowledge and warrant that they fully understand all of the provisions thereof. Furthermore, the Parties warrant that they are voluntarily entering into this Agreement of their own free will and without coercion or inducement, intending to be governed thereby, and that they have had an opportunity to consult with legal counsel concerning this Agreement.

**IN WITNESS WHEREOF,** and intending to be legally bound hereby, the Parties have executed this Agreement on the below-listed dates on the following pages:

In Re: Estate of Alfonso Kettner  
Case No. FRC-13-00003154  
Settlement Agreement  
Page 6

**SIGNATURE PAGE FOR KARIN D'ANGELI**


  
KARIN D'ANGELI, individually and as Personal  
Representative of the Estate of Alfonso Kettner s/k/a  
Alfonso Kettner

STATE OF FLORIDA

)  
) ss:  
)

COUNTY OF BROWARD

Sworn to and subscribed to before me on November 1, 2016, KARIN D'ANGELI,  
individually and as Personal Representative of the Estate of Alfonso Kettner s/k/a Alfonso  
Kettner, who is personally known to me (yes) or no) or who produced  
as identification.

  
Notary Public State of Florida  
(Affix Notarial Seal)



In Re: Estate of Alfons Kettner  
Case No. FRC-13-00003154  
Settlement Agreement  
Page 7

**SIGNATURE PAGE FOR HENRY MARX**



HENRY MARX, individually and on behalf of and  
as authorized agent of the Music Force LLC and  
T&T Music, LLC

STATE OF CALIFORNIA

COUNTY OF Los Angeles

Sworn to and subscribed to before me on November 21, 2016, HENRY MARX,  
individually and on behalf of and as authorized agent of the Music Force LLC and T&T Music,  
LLC, who is personally known to me NO (yes or no) or who produced  
CA Drivers License as identification.

- See attached CA  
Acknowledgment  
11/29/2016  
A.V.

  
Notary Public State of California  
(Affix Notarial Seal)

Unique Code: CAA-CAB/ABBBBDHEE-BCABB-CDBAECAG-GHDCC-A Page 10 of 11



Unique Code: CAA-CABIABBBBHDHEE-BCABB-CDBAECAG-GHDCC-A Page 11 of 11

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los AngelesOn 11/29/2010 before me, A. Valadez, Notary Public

personally appeared

Henry Mary  
Name(s) of Signer(s)

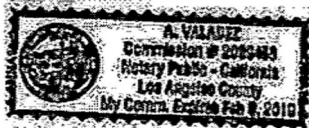
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing statement is true and correct.

WITNESS my hand

Signature

Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Settlement AgreementDocument Date: 11/29/2010Number of Pages: 1 Signer(s) Other Than Named Above:**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

☐ Corporate Officer -- Title(s):☐ Partner -- ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer is Representing:

Signer's Name:

☐ Corporate Officer -- Title(s):☐ Partner -- ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer is Representing:



**OFFICIAL RECEIPT**

Brenda D. Forman, Clerk of Courts  
 Seventeenth Judicial Circuit  
 201 Southeast 15th Street, Room 2150  
 Probate/Mental Health Division  
 Filing Fees are Non-Refundable

Receipt No. PMH-2020-01693

Transaction Date 08/01/2020

Payer

Jos Hernandez

Description	Amount Paid
D'Angeli, Karin Kellner	
PR-G-13-0003154	
In Re: Estate of Kellner,	
Alfons	
Certified Copy/Probate F	4.00
Copy/Probate Fee	13.00
<b>SUBTOTAL</b>	<b>17.00</b>

Remaining Balance	0.00
Due:	

<b>PAYMENT TOTAL</b>	<b>17.00</b>
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Credit Card/Debit	
Card (Ref #2432319925)	17.00
Tendered	
Total Tendered	17.00
Change	0.00

08/01/2020  
 01:48 PM

Cashier  
 Station: CCR00036

Audit  
 5175240

**OFFICIAL RECEIPT**